

S/035/0044 1 of 1

GRANITE SEED CO
1697 WEST 2100 NORTH
LEHI, UT 84043
(801)768-4422

GRANITE SEED
PACKING SLIP

RECEIVED

SEP 13 2016

DIV. OF OIL, GAS & MINING

SALE

Invoice Number: **1-41090**

Store: 1001 Term: 0273
REF#: 00000002

Batch #: 359 RRN: 625717402673
09/13/16 11:45:02
Trans ID: 306257639021069
APPR CODE: 013129
VISA

31-1456

Project: Gravel Pit Mix

Chip
/

Will Call:
Whitaker Construction

AMOUNT \$105.42

APPROVED

VISA CREDIT
AID: A0000000031010
TVR: 80 80 00 80 00
TSI: 68 00

THANK YOU!

Customer P.O.	Ordered By:	Phone Number: 435-723-2921	
Payment: Prepaid/Collect	FOB:	Sales Rep: Darrell Roundy	Date Shipped:

CUSTOMER COPY	Description	Variety	Certification	Lot Number
*** MIX # 171517 GRAVEL PIT MIX ***				
14.01	Fescue, Sheep	Azure	uncertified	MSF-4757
9.96	Crested wheatgrass	Fairway	certified	1277-9-188884
3.91	Streambank wheatgrass	Sodar	certified	W62-488-4190C
				MIX TOTAL Bulk: 27.88

Received By: John Sather
PACKING SLIP
Invoice will be sent separately

Date: 9, 13, 16

Please read the reverse side of this form carefully. The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer. All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of Buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described herein and failure by Buyer to return such products within five (5) days following such delivery.



Granite Seed - Lehi
1697 W 2100 N
Lehi, UT 84043

1-41090

Date Shipped:

Sold To:

Whitaker Construction
44 South 1050 West
Brigham City, UT 84302

Project Name: Gravel Pit Mix

Mix Name: Gravel Pit Mix

Seed Mix Number: 171517

Letter of Certification

This memo is written to certify that this seed mix is true to label and has been duly tested by a fully accredited seed testing laboratory using rules sanctioned by the Association of Official Seed Analysts. The specifications of the seed used in the mix are as follows:

Common Name	Variety	Origin	Lot #	Purity	G+D+H	%PLS
Fescue, Sheep	Azure	CANADA	MSF-4757	97.00	92 + 0 = 92	89.24
Crested wheatgrass	Fairway	CAN	1277-9-188884	97.66	90	87.89
Streambank wheatgrass	Sodar	WY	W62-488-4190C	98.94	97 + 0 = 97	95.97

Lot #	Number of Bags	Bulk Lbs. Per Bag
1		27.87 partial

Common Name	Lot #	Total Bulk Lbs.	Total PLS Lbs.	% Total Bulk Lbs.
Crested wheatgrass	1277-9-188884	9.96	8.75	35.72
Fescue, Sheep	MSF-4757	14.01	12.50	50.26
Streambank wheatgrass	W62-488-4190C	3.91	3.75	14.02
Grand Total Lbs:		27.87	25.00	

If you have any questions, please call.

Sincerely,
Granite Seed - Lehi

From:
Granite Seed - Lehi
1697 W 2100 N
Lehi, UT 84043

CERTIFIED COPY OF SEED ANALYSIS

Separate Seed Certification
1-41090

Kind and Variety: FESTUCA OVINA - FESCUE, SHEEP

Lot Number:	MSF-4757	Origin:	CANADA	Laboratory Names:	MOORE SEED PROCESSORS
Pure Seed:	97.00 %	Germ % + Hard %	92 + 0 = 92-P&G		
Other Crop:	0.00 %	Total Viable %:	92.00		
Inert Matter:	3.00 %	Date Tested:	18-MAR-16		
Weed Seed:	0.00 %	Prohibited or Restricted Noxious Weed:	None		
Pure Live Seed:	89.24 %				

Kind and Variety: AGROPYRON CRISTATUM - CRESTED WHEATGRASS

Lot Number:	1277-9-188884	Origin:	CAN	Laboratory Names:	Bio Vision Seed Labs
Pure Seed:	97.66 %	Germ % + Hard %	90 -P&TZ		
Other Crop:	0.00 %	Total Viable %:	90.00		
Inert Matter:	2.24 %	Date Tested:	06-JAN-16		
Weed Seed:	0.10 %	Prohibited or Restricted Noxious Weed:	None		
Pure Live Seed:	87.89 %				

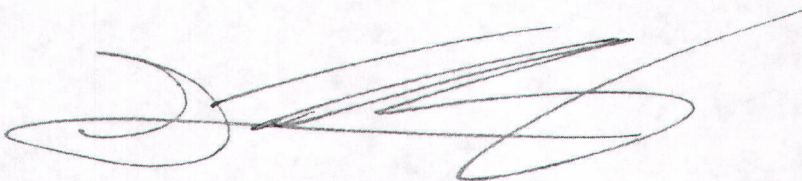
Kind and Variety: ELYMUS LANCEOLATUS SSP. PSAMMOPHILUS - STREAMBANK WHEATGRASS

Lot Number:	W62-488-4190C	Origin:	WY	Laboratory Names:	Wyoming Seed Analysis Lab
Pure Seed:	98.94 %	Germ % + Hard %	97 + 0 = 97-P&G		
Other Crop:	0.00 %	Total Viable %:	97.00		
Inert Matter:	1.06 %	Date Tested:	07-OCT-15		
Weed Seed:	0.00 %	Prohibited or Restricted Noxious Weed:	None		
Pure Live Seed:	95.97 %				

Granite Seed - Lehi certifies that this analysis accurately represents the original copy of seed analysis and, where applicable, all testing has been conducted by a certified Seed Technologist using the sanctioned rules established by the Association of Official Seed Analysts.

Certified By: Darrell Roundy 09/13/2016

Signature:



From Granite Seed - Lehi
1697 W 2100 N
Lehi, UT 84043

Mix Name Gravel Pit Mix
Mix # 171517

1-41090

Gravel Pit Mix

% Pure	Common Name	Variety	G + D or H	Origin
48.75	FESCUE, SHEEP	Azure	92 + 0 = 92	CANADA
34.88	CRESTED WHEATGRASS	Fairway	90 - 12	CAN
13.87	STREAMBANK WHEATGRASS	Sodax	97 + 0 = 97	WY
0.00	Other Crop			
2.46	Inert Matter			
0.04	Weed Seed			

Date Tested 07-Oct-15
Hart Seed 0.00

Net Weight

25.00 Lbs PLS

Noxious Weed NONE FOUND

27.87 Lbs Bulk

Coverage: 27.870 Bulk #

NOTICE TO BUYER LIMITATIONS OF WARRANTIES AND REMEDIES

Crop yield and quality are dependent upon many factors beyond the control of the labeled seller and NO WARRANTY is made for crop yield and quality. The labeled seller warrants that all seed sold has been labeled as required under applicable state and federal seed law and that the seed conforms to the label description, within recognized tolerances. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE LABEL.

No claim shall be asserted against the labeled seller unless Buyer reports to the labeled seller within a reasonable period after discovery (not to exceed thirty days), any condition that might lead to a complaint. BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR LOSS RESULTING FROM BREACH OF WARRANTY, BREACH OF CONTRACT OR NEGLIGENCE (INCLUDING BUT NOT LIMITED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES) SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE.

By acceptance of the seed, Buyer agrees the terms and conditions stated above are a benefit to the bargain and constitute the entire agreement between Buyer and the labeled seller. Buyer shall return the original unopened seed package to the labeled seller within twenty days of receipt for a refund of the purchase price if not accepted under these terms.

NOTICE REQUIRED ARBITRATION / CONCILIATION / MEDIATION

The seed laws of several states including Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Minnesota, Mississippi, Montana, North Dakota, South Carolina (Section 46-21-260), South Dakota, Texas and Washington require arbitration, conciliation or mediation of disputes involving alleged defective seed before certain legal actions may be maintained against a seller. North Carolina offers an alternative to court action that allows claims to be investigated and heard before the Special Seed Board. A complaint (sworn for AR, CO, FL, IL, IN, MN, MS, MT, NC, SC, TX, WA, signed only, CA, GA, ID, ND, SD) must be filed with the Department of Agriculture or Seed Commissioner (IN) or State Plant Board (AR) or Commissioner of Agriculture (NC) within such time to permit an inspection of seed, crops or plants (by an Arbitration Committee - AR, ID, MS, SC). In NC, failure to follow this procedure will limit the amount of damages recoverable. Certified copy of complaint must be sent by registered mail to the labeled seller as provided in individual state law. Information about these requirements may be obtained from the state Department of Agriculture.

Will Call
Whitaker Construction